

AGREEMENT FOR DESIGN SERVICE
SUISUN VALLEY ROAD BUS STOPS PROJECT

THIS AGREEMENT, made and entered into as of October 5, 2017, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as "CITY" and BENNETT ENGINEERING SERVICES INC., hereinafter referred to as "CONSULTANT."

RECITALS

A. CITY desires to contract for certain consulting work necessary for the construction of SUISUN VALLEY ROAD BUS STOPS PROJECT, and for the purposes of this Agreement shall be called "PROJECT," and,

B. CONSULTANT is willing and qualified to undertake said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

AGREEMENT

I. DUTIES OF CONSULTANT

The CONSULTANT shall provide professional design and construction of the PROJECT as (Consultant's Services):

- A. Project Coordination. The CONSULTANT's primary contact with the CITY shall be the CITY's Project Manager (Phil Layoso) or any other as designated by the City Engineer.
- B. Project Scope. The CONSULTANT shall provide the engineering design services in accordance with the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference.

- C. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for furnishing services pursuant to this Agreement.

II. DUTIES OF CITY

The CITY shall:

- A. Make available previous plans, reports, and all other data relative to the design of the PROJECT and full information as to the CITY's requirements, including title reports and condemnation guarantees as required.
- B. Review preliminary and final plans, specifications, estimates, and other documents presented by CONSULTANT and render decisions within a reasonable time, and give prompt notice to CONSULTANT at any time CITY observes or otherwise becomes aware of any error, omission, or defect in the PROJECT.
- C. Provide soils reports if necessary.
- D. Provide for all necessary environmental clearances.
- E. Reproduce and distribute bid documents, advertise the project for bidding purposes, maintain a plan holders list, and distribute addenda.
- F. Provide construction management services as required.
- G. Provide construction inspection and red-lined drawings from which CONSULTANT shall prepare "Record Drawings".
- H. Make all necessary provisions for CONSULTANT to enter upon public and private property as required in the performance of Consultant's Services under this Agreement.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of CITY.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's Services rendered pursuant to this Agreement; however, CITY shall not have

the right to control the means by which CONSULTANT accomplishes the Consultant's Services rendered pursuant to this Agreement.

- C. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his or her profession.
- D. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- E. CONSULTANT shall assign only competent personnel to perform Consultant's Services. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform Consultant's Services, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- F. CONSULTANT shall perform Consultant's Services in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his or her profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.
- G. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY

official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.

- H. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the shortest reasonable time.
- I. The CONSULTANT is not responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God: or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's Services promptly; or delay or faulty performance by CITY, other contractors, or governmental agencies; or any other delays beyond CONSULTANT's reasonable control.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation. For and in consideration of Consultant's Services, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amounts in accordance with the fee proposals attached as Exhibit "A":
 - 1. For those services described in Section I compensation shall be on a time and material basis with a maximum fee not to exceed THIRTY-THREE THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS (\$33,479.00).
- B. Extra Work and Change Order Fee. Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as part of Consultant's Services in Section I, including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "B" No extra work will be compensated for unless required by CITY in writing.

C. Schedule of Payments.

1. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth in Exhibit "B" attached hereto, and on the number of hours expended on the PROJECT by each classification of employee.
2. In the event PROJECT is terminated, CITY shall pay to CONSULTANT full compensation for work performed up until the date of CONSULTANT's receipt of written notification to cease work on the PROJECT.
3. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the contract compensation as indicated in Section IV.A.

V. TIME OF COMPLETION

Consultant's Services shall be completed until scope of work is completed.

VI. PROJECT MANAGER

CONSULTANT designates Carlton Allen as Project Manager, to remain such unless or until CONSULTANT requests to change said designation and said request is approved by CITY. Major duties shall include:

- A. Personally direct all work essential to the PROJECT.
- B. Sign all letters and instruments as requested by, and on behalf of, CITY.
- C. Attend public meetings related to the PROJECT.

VII. CANCELLATION OF AGREEMENT

This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full compensation payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the PROJECT. Said compensation will be determined in accordance with Section IV. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work on the PROJECT.

VIII. INDEMNIFY AND HOLD HARMLESS

- A. Indemnity for Design Professional Services. In connection with its design professional (as the term is defined under California Civil Code Section 2782.8(c)(2)) services hereunder, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or illful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.
- B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section VIII. A, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section VIII. B shall apply

independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

- C. Survival of Indemnification Obligations. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The Indemnities in this Section VIII shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

IX. INSURANCE

During the term of this Agreement CONSULTANT shall obtain and maintain in full force and effect at his/her own cost and expense the following insurance coverage:

- A. Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the State of California, shall be provided that is necessary in connection with the performance of this Agreement. Such insurance shall relieve CITY from all responsibility for such benefits. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.
- B. General Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- C. Automobile Liability Insurance.
CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers,

agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

C. Certificates of Insurance.

CONSULTANT shall file with the CITY's Director of Public Works upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or renewal will be made during the term of this Agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, or change in coverage.

- D. Professional Liability Insurance. During the term of this Agreement, CONSULTANT shall maintain a professional liability insurance policy covering any loss arising out of errors, omissions, or negligent actions of CONSULTANT in the amount of not less than one million dollars (\$1,000,000.00).

X. OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of his or her duties under this Agreement, including but not limited to, the plans, reproducible mylar plans, specifications, studies, reports, and contract documents shall be the property of the City of Fairfield. If this Agreement is canceled in accordance with Section VII above, all completed and partially completed documents prepared by CONSULTANT shall be delivered to the CITY in both printed and electronic format within two weeks of notice of cancellation. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any documents prepared hereunder.

XI. SCOPE OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to CONSULTING services on the PROJECT and no modification hereof shall be effective unless or until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

XIII. LOCAL EMPLOYMENT POLICY

- A. The City of Fairfield desires wherever possible to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.
- B. The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.
- C. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.
- D. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractors, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin.

XIV. EMPLOYMENT DEVELOPMENT DEPT. REPORTING REQUIREMENTS.

When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

XV. MISCELLANEOUS PROVISIONS

A. Legal Action.

1. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.
2. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
3. Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at hourly rates that are agreed-upon in advance in writing by both parties.

B. Entire Agreement; Modification. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

C. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant,

or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

- D. Time. Time is of the essence in the performance of this Agreement.
- E. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

F. Notices

Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY:

ATTN: Julie B. Lucido
Assistant Public Works Director/City Engineer
City of Fairfield
Public Works Department
1000 Webster Street
Fairfield, CA 94533

To CONSULTANT:

ATTN: Leo Rubio
President
Bennett Engineering Services Inc.
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661

A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and

transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

- G. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of October 5, 2017.

CITY OF FAIRFIELD
a municipal corporation (CITY)

By 
City Manager 

By 
Bennett Engineering Services Inc.
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661

EXHIBIT "A"

Project Scope For:

Suisun Valley Road Bus Stops Project

Exhibit A: Scope of Services

To AGREEMENT BETWEEN CLIENT AND CONSULTANT

Client: City of Fairfield

Consultant: Bennett Engineering Services

Project: Suisun Valley Road Bus Stops

Date: August 2, 2017



TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661

T 916.783.4100

F 916.783.4110

www.ben-en.com

Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.

This project will construct two bus stops on Route 7 of Fairfield and Suisun Transit (FAST) at the intersection of Suisun Valley Road with Westamerica Drive and Kaiser Drive in the City of Fairfield (City). The proposed bus stops will help to make FAST's Route 7 more user friendly by provided stops both northbound and southbound. Currently, there is one bus stop at this intersection on northbound Suisun Valley Road. The improvements include new sidewalk, curb and gutter, bus pad, and installation of prefabricated bus shelters.

TASK 1. Project Management

Subtask 1.1. Meetings and Field Review

BEN|EN will setup and facilitate all project team meetings, interagency, field review, and other project related meetings as required to obtain the necessary project related information. BEN|EN will prepare all meeting agendas and meeting minutes and distribute these to the Project Team.

DELIVERABLES:

- Meeting notices, agendas, minutes, and sign-in-sheets.

Subtask 1.2. Quality Control

BEN|EN will provide technical resources necessary to ensure that deliverables are complete, and that they meet the City's requirements. Reviews will be conducted by experienced senior staff and documented using a review form indicating the reviewer name, date of review, and the resolution of any comments. This task includes providing quality control reviews for the 90%, and Final PS&E submittals.

DELIVERABLES:

- Quality Control Reviews

TASK 2. Topographic Survey

Subtask 2.1. Topographic Mapping

This task shall include all field surveying and office calculations/drafting required to prepare a design level topographic map of the project area. The survey will be prepared at a scale of 1" = 20' and show contours at one-foot intervals and spot elevations on an approximate 50-foot grid over the intersection/site, however additional shots will be acquired in and around the immediate area of the proposed bus stop improvements and at existing ADA ramp locations. The mapping will capture substantial existing surface features such as fences, roads and paved areas, curbs, gutters, misc. hardscape/concrete areas, surface utilities (with invert elev. for gravity systems where obtainable), pavement striping, signs, tree locations (over 4" in diameter with trunk diameter and species if known to us), and any other significant surface features observed in the course of performing the field survey.

The survey will include right of way lines within the project area as compiled from existing record data.

INITIALS:

Handwritten initials in blue ink, appearing to be 'R' or 'B'.

Project datums will be based upon the City of Fairfield Benchmark and a local assumed horizontal datum.

DELIVERABLES:

- *Survey control information for all control points established, and an AutoCAD drawing file of the completed topographic survey.*

TASK 3. Preliminary Engineering

Subtask 3.1. Conceptual Design

BEN|EN will work with City staff to further define the proposed improvements to the bus stops, and obtain City approval on a final conceptual plan. The final conceptual plan will be prepared showing the proposed improvements, including intersection improvements, and striping. BEN|EN provide limit of improvements for City Arborist to determine impacts to trees. Once the City has approved the final conceptual design plan, BEN|EN will provide a project description and site map for the CEQA document.

DELIVERABLES:

- *Final conceptual design plan, project description and site map for City's use in Environmental Documentation.*

Subtask 3.2. Utility Coordination

As-builts indicate existing conduits for the traffic signal and detector loops could be in conflict with the proposed bus stop on the northbound side of Suisun Valley Road. We will perform one (1) pothole to positively locate the traffic signal conduits to determine the conflicts. BEN|EN will coordinate with City staff regarding the proposed improvements and construction in close proximity to these facilities.

As-builts also indicate the presence of a large water main and large high-pressure gas main in the area. BEN|EN will send out Utility Letters "A", "B", and "C" to appropriate utility providers and add utility information to the base mapping. Once the utility information is compiled, we will prepare a summary of utility impacts and proposed resolutions. We will coordinated with the respective utility companies in accordance with the City's utility coordination procedures.

DELIVERABLES:

- *Summary of impacts and resolutions*

Subtask 3.3. Arborist Survey and Report

The BEN|EN team will have an ISA-Certified Arborist survey trees within the project footprint and identify those subject to the City of Fairfield Tree Ordinance. We will survey all trees 4 inches or larger within, overhanging, or potentially subject to project effects based on the judgement of the arborist in the field at the project site. For each tree, an arborist will survey, tag with an aluminum tree tag inscribed with a unique number, and collect the following information:

- Location
- Tree Tag Number
- Botanical and common name of the tree
- Native, ornamental, or invasive species status
- Number of trunks
- Diameter at standard height (4.5 feet above grade)
- Drip line radius of the longest branch and tree protection zone
- Remarks for each tree, including assessment and rating of health, vigor, and structure based on an assessment matrix

The arborist survey will not include a tree risk assessment of the trees surveyed, but will document observed tree characteristics and issues. Recommendations for how to reduce or eliminate impacts on trees from planned construction activities will be provided and best management practices for

trees during construction activities will be described. Representative photos will be taken of the trees in the project area.

An arborist letter report will be prepared documenting and summarizing data collected during the arborist survey. The report will each summarize the project and project actions, relevant City of Fairfield Code, survey methods, tree resources present, qualitative status and condition of the tree resources, potential mitigation requirements for trees protected by City code, applicable Migratory Bird Treating Act and California Department of Fish and Wildlife requirements, and tree protection recommendations.

DELIVERABLES:

- *Draft and Final Arborist Letter Report in pdf and one (1) hard copy.*

TASK 4. Final Design

Subtask 4.1. 90% Plans, Specifications, and Estimates (PS&E)

The BEN|EN Team will prepare and submit Plans, Technical Specifications, and Estimate to the City for review and comment. The BEN|EN Team will include a complete set of construction drawings including but not limited to the following:

- Title Sheet
- General Notes
- Roadway Layout
- Construction Details
- Pavement Delineation Plans
- Traffic Signal Plans (OPTIONAL)

Preparation of the PS&E will be in accordance with the City's Improvement and Construction Standards, Standard Specifications and Standard Plans. PS&E submittals will be reviewed by City staff.

Comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary. Original red-line comments will be returned with subsequent PS&E submittals.

DELIVERABLES:

- *Two (2) sets of the Plans (11"x17"), Specifications, and Estimates at the 90% level, electronic submittal via email with the PS&E in pdf format.*

Subtask 4.1.1 Traffic Signal 90% PS&E (OPTIONAL)

This optional task (4.1.1 – Traffic Signal 90% PS&E) shall only begin with a written consent (NTP) of the City Project Manager.

Pending the results of the potholing, we will prepare traffic signal modification plan for the re-installation of conduits, cables and pull boxes which will be impacted by the proposed bus stop on the southeast corner of the intersection.

We will prepare traffic signal modification plans, specifications, and estimate to be included in the deliverables stated above.

Subtask 4.2. Final Plans, Specifications, and Estimates (PS&E)

The BEN|EN Team will incorporate comments from the 90% submittal and will prepare and submit Final Plans, Technical Specifications, and Estimates to the City for review and comment.

DELIVERABLES:

- *Two (2) sets of the Plans (11"x17"), one (1) set of the Plans on Mylar (24"x36"), Specifications, and Estimates at the Final level including City comments from prior submittal. Electronic submittal via email shall include the following:*
 - *Final Plans - AutoCAD 2014 format*
 - *Special Provisions – MS Word*

○ *Itemized Cost Estimate – MS Excel*

Subtask 4.2.1 Traffic Signal Final PS&E (OPTIONAL)

This optional task (4.2.1 – Traffic Signal Final) shall only begin with a written consent (NTP) of the City Project Manager.

We will prepare traffic signal modification plans, specifications, and estimate to be included in the deliverables stated above.

TASK 5. Bidding & Construction Support

Subtask 5.1. Bidding and Construction Support

BEN|EN will provide senior staff to address questions, review submittals, attend meetings and make project site reviews during the bidding and construction phase. Assume two (2) meetings.

Subtask 5.1.1 Traffic Signal Bidding and Construction Support (OPTIONAL)

This optional task (5.1.1 – Traffic Signal Bidding and Construction Support) shall only begin with a written consent (NTP) of the City Project Manager.

We will provide senior staff to address questions and review submittals related to the traffic signal modifications during the bidding and construction phase.

Subtask 5.2. Nesting Birds Pre-Construction Survey

The BEN|EN Team will conduct a pre-construction survey for nesting birds within 14 days prior to the start of construction. A letter documenting the results of the survey will be provided to the City in pdf format for the project files.

DELIVERABLES:

- *Nesting bird pre-construction survey result letter in pdf format.*

Subtask 5.3. Prepare As-Built Drawings

The BEN|EN Team will prepare “As-Built” drawings in AutoCAD based on contractor’s notes and red lines.

DELIVERABLES:

- *One (1) set of As-Built plans on Mylar (24”x36”), stamped and signed by a CA registered PE. CD containing As-Built Plans and Specifications in dwg and pdf format.*

Subtask 5.3.1 Traffic Signal As-Built Drawings (OPTIONAL)

This optional task (5.3.1 – Traffic Signal As-Built Drawings) shall only begin with a written consent (NTP) of the City Project Manager.

The BEN|EN Team will prepare “As-Built” drawings in AutoCAD based on contractor’s notes and red lines to be included in the deliverables stated above.

ASSUMPTIONS:

- The City will pursue a categorical exemption determination from California Environmental Quality Act (CEQA) requirements for the project.
- All work is within existing City right-of-way. If needed, the City will be responsible for acquiring right-of-way, easements, and permits.
- City arborist will be responsible for determining impacts to trees.
- City will issue a no-fee encroachment permit if required for survey field work.
- City Contractor will prepare Water Pollution Control Plan.
- City Contractor will prepare traffic control plans.
- City to provide boilerplate front-end specifications.
- No active nests will be found and no additional agency coordination or avoidance monitoring will be required.

PROPOSED SCHEDULE:

- Notice to Proceed – September 20, 2017
- Pothole Field Work – October 3, 2017
- Survey Complete – October 6, 2017
- BEN|EN Submit Draft Arborist Letter – October 20, 2017
- BEN|EN Submit Preliminary Design – October 20, 2017 (4 weeks)
- Comments back from City – November 3, 2017 (2 weeks)
- BEN|EN Submit Final Arborist Letter – November 17, 2017
- BEN|EN Submit 90% PS&E – December 22, 2017 (7 weeks)
- Comments back from City – January 12, 2018 (3 weeks)
- BEN|EN Submit Final PS&E – February 9, 2018 (4 weeks)
- City Advertise Construction – February 16, 2018
- (If Necessary) City Maintenance Remove Trees – February 26, 2018
- Bid Opening – March 16, 2018
- Construction – June - July 2018

Fee Estimate

Client: City of Fairfield

Consultant: Bennett Engineering Services Inc

Project: Suisun Valley Road Bus Stops

Date: August 14, 2017



Fee Estimate	Project Manager III Carlton Allen 185 \$/hr		Engineer IV Tony Ozanich 185 \$/hr		Designer III 150 \$/hr		Administrative 75 \$/hr		BEN EN Subtotal		MISC. EXPENSES	Mountain Pacific Surveys	Y&C	Foothill Assoc	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		Contract	Contract	Contract	
Task 1 - Project Management															
1.1 - Meetings and Field Review	6 hrs	\$1,110	hrs	\$0	hrs	\$0	10 hrs	\$750	16 hrs	\$1,860	\$200	\$0	\$0	\$0	\$2,060
1.2 - Quality Control	2 hrs	\$370	4 hrs	\$740	hrs	\$0	hrs	\$0	6 hrs	\$1,110	\$0	\$0	\$0	\$0	\$1,110
Subtotal	8 hrs	\$1,480	4 hrs	\$740	hrs	\$0	10 hrs	\$750	22 hrs	\$2,970	\$200	\$0	\$0	\$0	\$3,170
Task 2 - Surveys, Mapping, and ROW Engineering															
2.1 - Topographic Mapping	2 hrs	\$370	hrs	\$0	4 hrs	\$600	hrs	\$0	6 hrs	\$970	\$0	\$2,990	\$0	\$0	\$3,960
Subtotal	2 hrs	\$370	hrs	\$0	4 hrs	\$600	hrs	\$0	6 hrs	\$970	\$0	\$2,990	\$0	\$0	\$3,960
Task 3 - Preliminary Engineering															
3.1 - Conceptual Design	2 hrs	\$370	hrs	\$0	10 hrs	\$1,500	hrs	\$0	12 hrs	\$1,870	\$0	\$0	\$0	\$0	\$1,870
3.2 - Utility Coordination	2 hrs	\$370	hrs	\$0	20 hrs	\$3,000	hrs	\$0	22 hrs	\$3,370	\$2,000	\$0	\$0	\$0	\$5,370
3.3 - Arborists Survey and Report	2 hrs	\$370	hrs	\$0	hrs	\$0	hrs	\$0	2 hrs	\$370	\$0	\$0	\$0	\$3,629	\$3,999
Subtotal	6 hrs	\$1,110	hrs	\$0	30 hrs	\$4,500	hrs	\$0	36 hrs	\$5,610	\$2,000	\$0	\$0	\$3,629	\$11,239
Task 4 - Final Design															
4.1 - 90% PS&E	8 hrs	\$1,480	hrs	\$0	30 hrs	\$4,500	hrs	\$0	38 hrs	\$5,980	\$150	\$0	\$0	\$0	\$6,130
4.1.1 Traffic Signal 90% PS&E (OPTIONAL)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0
4.2 - Final PS&E	4 hrs	\$740	hrs	\$0	20 hrs	\$3,000	hrs	\$0	24 hrs	\$3,740	\$300	\$0	\$0	\$0	\$4,040
4.2.1 - Traffic Signal Final PS&E (OPTIONAL)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	12 hrs	\$2,220	hrs	\$0	50 hrs	\$7,500	hrs	\$0	62 hrs	\$9,720	\$450	\$0	\$0	\$0	\$10,170
Task 5 - Bidding and Construction Support															
5.1 - Bidding and Construction Support	8 hrs	\$1,480	4 hrs	\$740	hrs	\$0	hrs	\$0	12 hrs	\$2,220	\$100	\$0	\$0	\$0	\$2,320
5.1.1 Traffic Signal Bidding and Construction Support (OPTIONAL)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0
5.2 - Nesting Birds Pre-Construction Survey	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$1,150	\$1,150
5.3 - Prepare As-Built Drawings	2 hrs	\$370	hrs	\$0	6 hrs	\$900	hrs	\$0	8 hrs	\$1,270	\$200	\$0	\$0	\$0	\$1,470
5.3.1 - Traffic Signal As-Built (OPTIONAL)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	10 hrs	\$1,850	4 hrs	\$740	6 hrs	\$900	hrs	\$0	20 hrs	\$3,490	\$300	\$0	\$0	\$1,150	\$4,940
PROJECT TOTAL	38 hrs	\$7,030	8 hrs	\$1,480	90 hrs	\$13,500	10 hrs	\$750	146 hrs	\$22,760	\$2,950	\$2,990	\$0	\$4,779	\$33,479
OPTIONAL TASKS:															
4.1.1 Traffic Signal 90% PS&E (OPTIONAL)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$3,968	\$0	\$3,968
4.2.1 - Traffic Signal Final PS&E (OPTIONAL)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$2,152	\$0	\$2,152
5.1.1 Traffic Signal Bidding and Construction Support (OPTIONAL)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$345	\$0	\$345
5.3.1 - Traffic Signal As-Built (OPTIONAL)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$230	\$0	\$230
OPTIONAL TASKS TOTAL	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$6,695	\$0	\$6,695
PROJECT TOTAL with OPTIONAL TASKS	38 hrs	\$7,030	8 hrs	\$1,480	90 hrs	\$13,500	10 hrs	\$750	146 hrs	\$22,760	\$2,950	\$2,990	\$6,695	\$4,779	\$40,174

Additional Fee Information

- ▶ This fee estimate is valid for 90 days.
- ▶ This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium.
- ▶ Substantial changes in the required scope of work or schedule may result in the revision of the proposed fees and total contract amount.

INITIALS:

TR

EXHIBIT B

BENNETT ENGINEERING SERVICES

Rate Schedule | 2017/2018 Fiscal Year

Professional Staff

<i>Professional Staff</i>	<i>Hourly Rate</i>	<i>Professional Staff</i>	<i>Hourly Rate</i>
Principal Engineer	\$240	Engineering Tech IV	\$145
Project Manager VI	\$215	Engineering Tech III	\$135
Project Manager V	\$205	Engineering Tech II	\$125
Project Manager IV	\$195	Engineering Tech I	\$115
Project Manager III	\$185	Designer IV	\$160
Project Manager II	\$170	Designer III	\$150
Project Manager I	\$155	Designer II	\$135
Engineer VI	\$205	Designer I	\$125
Engineer V	\$195	CAD Tech IV	\$135
Engineer IV	\$185	CAD Tech III	\$125
Engineer III	\$175	CAD Tech II	\$115
Engineer II	\$160	CAD Tech I	\$105
Engineer I	\$145	Inspector III	\$165
Engineering Intern	\$75	Inspector II	\$145
Special Technical Consultant	\$175	Inspector I	\$125
Expert Witness	\$425	Administrative	\$75

Additional Rate Information

- ▶ Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) & subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium.
- ▶ Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit.
- ▶ Direct project administrative hours will be billed at the rate shown above.
- ▶ Classifications may be added or removed as-needed without notice.
- ▶ Substantial changes in the required Scope of Work or Schedule will result in the revision of the proposed fees and total contract amount.
- ▶ Rates are subject to change annually effective July 1st.